**Instructions and Guidance to Tenderers**

**For Procurement Act 2023 ITT Pack**

**Competitive Flexible Procedure: 2 Stage Process**

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| **Name of Contracting Authority** | ***Northumbria Healthcare Facilities Management*** |
| **Tender for** | ***Integrated Workplace Management System*** |
| **Contract reference** | ***C 343002*** |
|  | **10th March 2025** |

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**GLOSSARY**

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| **“AI”** | means artificial intelligence or any machine learning tool, including large language models. |
| **“Assessed Tenderer”** | means a Tenderer that has submitted an Assessed Tender |
| **“Assessed Tender”** | means a Tender which:  (a) was submitted in respect of the Contract Opportunity and assessed by or on behalf of the Contracting Authority for the purposes of determining the most advantageous tender; and  (b) was not Disregarded by the Contracting Authority in the assessment of Tenders. |
| **“Assessment Summary”** | means, in relation to an Assessed Tender, information about the Contracting Authority’s assessment of:  (a) the Tender; and  (b) if different, the most advantageous Tender submitted in respect of the Contract Opportunity. |
| **“Associated Person”** | means a supplier that the Tenderer is relying on in order to satisfy the Conditions of Participation, other than a supplier who will enter into a legally binding arrangement to guarantee the performance of all or part of the Contract by the Tenderer. |
| **“Award Criteria”** | means the criteria set out in the Technical Questionnaire, Social Value Questionnaire and Commercial Questionnaire together with the award criteria weightings and marking methodology against which Tenders will be assessed by the Contracting Authority as set out in Section 4 of this Document 1 of the ITT Pack. |
| **“Central Digital Platform” or “CDP”** | means the online system established by the Minister for the Cabinet Office and which may be accessed on [www.gov.uk](http://www.gov.uk) (https://www.gov.uk/find-tender). |
| **“Clarifications Log”** | has the meaning set out in paragraph 3.4 of this document 1 of the ITT Pack. |
| **“Conditions of Participation”** | means a condition that a Tenderer must satisfy if the Tenderer is to be awarded the Contract as set out in Part 3 of the Supplier Information Questionnaire (if any). |
| **“Connected Person”** | means in relation to a Tenderer or any other organisation (as applicable) any of the following—   1. a person with “significant control” over the Tenderer/organisation (within the meaning given by section 790C(2) of the Companies Act 2006 (“CA 2006”)); 2. a director or shadow director of the Tenderer/organisation; 3. a parent undertaking or a subsidiary undertaking of the Tenderer/organisation; 4. a predecessor company of the Tenderer/organisation; 5. any other person who it can reasonably be considered stands in an equivalent position in relation to the Tenderer/organisation as a person within paragraphs (a) to (d) above; 6. any person with the right to exercise, or who actually exercises, significant influence or control over the Tenderer/organisation; 7. any person over which the Tenderer/organisation has the right to exercise, or actually exercises, significant influence or control. |
| **“Contract”** | means the contract or contracts intended be awarded to the successful Tenderer or Tenderers following the Contract Opportunity, such contract or contracts to be in the form set out at Document 4 of the ITT Pack. |
| **“Contract Award Notice”** | means a notice published by the Contracting Authority on the Central Digital Platform setting out:  (a) that the Contracting Authority intends to enter into the Contract; and  (b) any other information specified in the Regulations. |
| **“Contract Details Notice”** | means a notice published by the Contracting Authority on the Central Digital Platform setting out:  (a) that the Contracting Authority has entered into the Contract; and  (b) any other information specified in the Regulations. |
| **“Contracting Authority”** | means the contracting authority named in this Document 1 of the ITT Pack. |
| **“Contract Opportunity”** | means this procurement competition for the award of the Contract intended to be awarded as described in the ITT Pack. |
| **“Core Supplier Information”** | means the information described at regulations 9 to 12 inclusive of the Regulations and provided via the Central Digital Platform. |
| **“Deadline”** | means as applicable the deadline for submission of a response to the Supplier Information Questionnaire or the deadline for submission of Tenders, as set out at paragraph 3.3 of this document of the ITT Pack. |
| **“Debarment List”** | means the list kept by a Minister of the Crown for the purposes of section 62 PA 2023. |
| **“Disregarded”** | means a Tender that the Contracting Authority has disregarded and excluded from this Contract Opportunity as permitted under this ITT Pack and/or as permitted under the PA 2023. |
| **“DPA”** | means the Data Protection Act 2018. |
| **“EIR”** | means the Environmental Information Regulations 2004. |
| **“E-Tendering Portal”** | means the electronic Tendering portal ‘Atamis’ used by the Contracting Authority for this procurement:  <https://health-family.force.com/s/Welcome>  User Guide:  <https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf> |
| **“FOIA”** | means the Freedom of Information Act 2000. |
| **“Instructions”** | means this Document 1 of the ITT: Instructions and Guidance to Tenderers. |
| **“Invitation to Tender Questionnaire”** | means the on-line questions to be completed and submitted by the Tenderers via the Atamis Portal including all questions contained within Questionnaires 1 to 3. |
| **“ITT Pack”** | means this Document 1 and all other documents as detailed in paragraph 2.2 of this Document 1 and all information issued as part of the invitation to tender including any Schedules, Appendices, Questionnaires and subsequent clarifications. Any references to “ITT” are a reference to the ITT Pack. |
| **“Ground for Discretionary Exclusion”** | means a ground for discretionary exclusion as set out in Schedule 7 of the PA 2023. |
| **“Ground for Mandatory Exclusion”** | means a ground for mandatory exclusion as set out in Schedule 6 of the PA 2023. |
| **“Material Sub-contractor”** | means a sub-contractor that is material to the delivery of the Services and to whom a Tenderer intends to sub-contract (following award of the contract tendered to the Tender) as identified in the Tenderer’s bid submission. For the purposes of the ITT Pack “material” shall mean any sub-contractor that is material as set out expressly within the provisions of the ITT Pack, or in the absence of any such express provision, any sub-contractor which is intended to perform at least 10% by value of the Services tendered. |
| **“PA 2023”** | means the Procurement Act 2023 as amended (if applicable). |
| **“Planned Procurement**  **Notice”** | means a notice setting out:  (a) that the Contracting Authority intends to publish a Tender Notice, and  (b) any other information specified in the Regulations. |
| **“Preferred Service Provider”** | means a Tenderer selected to be awarded the Contract as described at paragraph 5.1 of Document 1 of the ITT Pack. |
| **“Preliminary Market Engagement Notice”** | means a notice setting out:  (a)that the Contracting Authority intends to conduct, or has conducted, preliminary market engagement, and  (b)any other information specified in the Regulations. |
| **“Questionnaire”** | means a part of the ITT Pack containing questions to be answered by a Tenderer. In the E-Tendering Portal the word “Envelope” is used in place of ‘Questionnaire’. |
| **“Regulations”** | means The Procurement Regulations 2024 (SI 2024/692) as amended. |
| **“Reserve Preferred Service Provider”** | means a Tenderer as described at paragraph 5.4 of Document 1 of the ITT Pack. |
| **“Services”** | means the services being procured by the Contracting Authority under this procurement process as set out within the Specification at Document 2 of the ITT Pack. |
| **“Service Provider”** | means a Tenderer (if any) who is successful in being awarded a contract tendered under the ITT Pack and who enters into a Contract with the Contracting Authority to deliver the Services. |
| **“Specification”** | means the detailed description of the services, including outputs, to be delivered by a Service Provider through the Contract and found at Document 2 of the ITT Pack. |
| **“Supplier Information Questionnaire”** | means the Questionnaire accessed from the E-Tendering Portal within which Tenderers must submit information about the Tenderer as a request to participate in the tender process and to be invited to submit a Tender to deliver the Specification, unless otherwise specified. |
| **“Tender”** | means the response to each of the Questionnaires other than the Supplier Information Questionnaire (and any required supporting documentation as set out in the ITT Pack) to be submitted via the E-Tendering Portal by the Tenderer by the applicable Deadline and in accordance with the requirements of the ITT Pack. |
| **“Tenderer”** | means a single Tendering organisation/person that has expressed an interest in this procurement and is who is issued with the ITT Pack, in order to complete a Supplier Information Questionnaire as a request to participate in the tender process and to be invited to submit a Tender to deliver the Specification. References to “you” and “your” in this ITT Pack are references to a Tenderer. |
| **“Tenderer Exclusion Grounds”** | means the:   1. Mandatory exclusion grounds as set out in Schedule 6 of the PA 2023; and 2. Discretionary exclusion grounds as set out in Schedule 7 of the PA 2023 |
| **“Tender Notice”** | means the notice published by the Contracting Authority on the Central Digital Platform setting out:   1. that the Contracting Authority intends to award a public contract under section 19 of the PA 2023, and   (b) any other information specified in the Regulations. |
| **“Threshold”** | means a minimum pass mark for any question in the Questionnaires, as stipulated in the Award Criteria. |
| **“Timetable”** | means the timetable for this procurement as set out in paragraph 3.3 of Document 1 of the ITT Pack, as amended from time to time at the Contracting Authority’s discretion. |
| **“Treaty State Supplier”** | means a supplier that is entitled to the benefits of an international agreement specified in Schedule 9 of the PA 2023 in relation to the Contract Opportunity. |
| **“TUPE”** | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended. |
| **“United Kingdom Supplier”** | means a supplier that is—  (a) established in, or controlled or mainly funded from, the United Kingdom, a British Overseas Territory or a Crown Dependency, and  (b) is not a Treaty State Supplier. |

The defined terms set out above in the Glossary above shall have the meanings attributed to them when interpreting Documents 1 and 3 of the ITT Pack and Questionnaires 1 to 4 inclusive. See paragraph 2.2 for detail on the ITT Pack contents.

For the avoidance of doubt defined terms used in Document 4 of the ITT Pack (Terms and Conditions of Contract) shall have the definitions set out in Document 4.

Unless otherwise stated, references to documents, paragraphs or appendices or annexes are references to documents, paragraphs or appendices forming part of the ITT Pack or of the relevant Document of the ITT Pack, or of the relevant other document forming part of the ITT Pack as the context permits.

References in this Document 1 of the ITT Pack to numbered paragraphs without further designation are references to the paragraphs of this Document 1 of the ITT Pack so numbered.

Headings are inserted for convenience only and shall not in any way limit, qualify or affect the interpretation of the paragraphs of the ITT Pack following any heading.

# Introduction

## The Contracting Authority

## 1.1.1 Northumbria Healthcare Facilities Management Limited (the “Authority”) is a wholly owned subsidiary of Northumbria Healthcare NHS Foundation Trust (the “Trust”) established in January 2012, with the first contract awarded to build and operate ‘hard’ facilities management at the Northumbria Specialist Emergency Care Hospital. Activities have gradually extended to now incorporate all sites across the Trust’s estate and delivery of all hard and soft facilities management services and capital projects. The Trust, its patients, staff and buildings are absolutely central to everything the Authority does and it is 100% aligned to the Trust’s Vision, Mission and Values. The Authority now offer services to other organisations which align with its values, however, the Trust remains it core client.

## 1.1.2 The Authority is one of the largest and most successful facilities management companies wholly-owned by the NHS in the UK. It is committed to sharing this expertise with other healthcare providers in a step towards helping them to achieve their ambitions. It is committed to providing high quality, safe and effective estates and facilities management services to the Trust and to working innovatively and collaboratively to develop the same high

## Use of electronic Tendering system

###### The Contracting Authority is utilising an electronic Tendering system (“E-Tendering Portal”) to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Contracting Authority, including the submission of Tender responses will be conducted solely via the following link:

###### <https://health-family.force.com/s/Welcome> (Atamis)

###### User Guide:

###### <https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf>

###### Unless stated otherwise in these Instructions or in writing from the Contracting Authority, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed via the messaging service on the E-Tendering Portal.

## Core Supplier Information: Sharing through Central Digital Platform

###### To the extent that information is submitted to the Contracting Authority by each Tenderer, whether in response to the Supplier Information Questionnaire or otherwise in response to or compliance with this ITT Pack and that information constitutes Core Supplier Information then the remainder of the provisions in this paragraph 1.3 shall apply.

###### Each Tenderer must confirm to the Contracting Authority at the time of submitting their Tender by completing the relevant confirmation in the Supplier Information Questionnaire and/or Document 3 (Form of Tender and Tenderer Declarations) that they and any Associated Persons have:

* registered on the Central Digital Platform;
* submitted its up-to-date Core Supplier Information to the Central Digital Platform; and
* given that up-to-date Core Supplier Information to the Contracting Authority by means of a facility provided on the Central Digital Platform for the purpose of sharing Core Supplier Information.

###### If a Tenderer is successful under this Contract Opportunity then prior to award of the Contract that Tenderer must confirm to the Contracting Authority that they have:

* submitted any applicable updated or corrected Core Supplier Information to the Central Digital Platform; and
* given that updated or corrected Core Supplier Information to the Contracting Authority by means of a facility provided on the Central Digital Platform for the purpose of sharing Core Supplier Information.

# Tender Particulars

## The ITT Pack: General

The information contained in the ITT Pack is designed to ensure that all Tenderers are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified.

The Contracting Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify any issue or amend any aspect of the ITT Pack. All such further documentation shall be deemed to form part of the ITT Pack and shall supersede any part of the ITT Pack to the extent indicated. The Contracting Authority may, in its absolute discretion, exercise the option to extend any Deadline, in the event that subsequent documentation is issued or for any other reason**.**

###### Each Tender must be submitted in the form as specified in the documents issued by the Contracting Authority as part of the ITT Pack.

###### The ITT Pack specifies consequences for certain failures to comply with the requirements set out in the ITT Pack. Further and in addition to those specific consequences, any failure by a Tenderer to submit a Tender in the form specified in the ITT Pack may be deemed by the Contracting Authority to render that Tender response non-compliant and that Tender may be rejected by the Contracting Authority.

## The ITT Pack: Contents

The ITT Pack comprises the following documents:

###### Instructions and Guidance to Tenderers (this document)

Document 1 provides Tenderers with instructions for the preparation of Tender responses and other requirements of this procurement process. It includes an outline of the procurement process, the requirements for Tender submission, and the approach to Tender assessment. Document 1 should be read in conjunction with the other documents comprising the ITT Pack and any other information provided by the Contracting Authority in respect of the Contract Opportunity.

###### ITT Schedule 1 – Specification

###### This contains the specification for the Contract, which sets out the scope and minimum standards for the Services that Tenderers are required to commit to in their Tenders.

###### ITT Schedule 2 – Form of Tender and Tenderer Declarations

###### The Form of Tender and Tenderer Declarations must be completed and submitted as part of Stage 2 of the Tender, signed in the three places indicated and uploaded into the E-Tendering Portal.

###### Where the Tenderer is a company, the Form of Tender and Tenderer Declarations must be signed by a duly authorised representative of that company.

###### Where the Tenderer is bidding as part of a consortium, the Form of Tender and Tenderer Declarations must be signed by the Tenderer as the lead authorised representative of the consortium. The Tenderer shall be responsible for the performance of the Contract.

###### In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership.

###### In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.

###### ITT Schedule 3 – Terms and Conditions of Contract

Document 4 sets out the Contracting Authority’s Terms and Conditions of Contract. Upon conclusion of this procurement process the resultant Service Provider(s) will be required to enter into the Contract provided substantially in the form set out at Document 4.

Service Providers will follow the Contracting Authority’s instructions for the signature and return of signed copies of the Contract, whether in hard copy or via an electronic contract execution platform.

###### **Questionnaires**

**Questionnaire 1** – **Supplier Information Questionnaire** (to be returned by any Tenderer wishing to compete for this Contract Opportunity) – **Stage 1 Return**

Questionnaire 1 requires every Tenderer to complete and return the Questionnaire. It contains a number of Pass/Fail questions and Conditions of Participation which will be scored.

Where the response by a Tenderer to a Pass/Fail question scores a “Fail” then the Contracting Authority willexclude the Tenderer from this procurement process and the Tenderer’s Tender will not be evaluated further.

The Supplier Information Questionnaire requests information from Tenderers relevant to:

* the Tenderer and their bidding model;
* Tenderer Exclusion Grounds; and
* Conditions of Participation (including the Technical Adoption Checklist).

The Conditions of Participation will be scored and where, applying the selection criteria set out at Section 4 (Selection and Tender Assessment), a Tenderer is selected to be invited to participate further in this tender process they will be invited to submit a Tender.

As part of their response to the Supplier Information Questionnaire, the Tenderer is required to confirm that they have submitted and shared with the Contracting Authority up-to-date Core Supplier Information via the Central Digital Platform. It is the Tenderer’s responsibility to ensure that all Core Supplier Information is completed in full by the Tenderer and any Associated Person(s). The Core Supplier Information is required for the assessment of the Tenderer’s Tender. Where Core Supplier Information submitted and shared via the Central Digital Platform is not completed in full, the Tender will be considered non-compliant and the Contracting Authority may disregard and exclude the Tender from further assessment.

###### **Questionnaire 2** – **Technical Questionnaire** (To be completed where a Tenderer is invited to submit a Tender) – **Stage 2**

Questionnaire 2 contains the Technical questions to which Tenderers are to provide their responses and is to be downloaded, completed and uploaded back into the E-Tendering Portal by Tenderers at Stage 2 of the procurement. This document is to be completed by Shortlisted Suppliers only at Stage 2. Tenderer responses to the specific questions relating to the Contract Opportunity must be made in accordance with the instructions provided in the Questionnaire.

Assessment of Tenderer Technical Questionnaire responses is described in Section 4 of this Document 1 of the ITT Pack.

###### **Questionnaire 3** – **Social Value Questionnaire** (To be completed where a Tenderer is invited to submit a Tender) **– Stage 2**

Questionnaire 3 contains the Social Value questions to which Tenderers are to provide their responses and is to be downloaded, completed and uploaded back into the E-Tendering Portal by Tenderers as part of Stage 2 . This document is to be completed by Shortlisted Suppliers only. Responses must be made in accordance with the instructions provided in the Questionnaire.

Assessment of Tenderer Social Value Questionnaire responses is described in Section 4 of this Document 1 of the ITT Pack.

###### **Questionnaire 4** – **Commercial Questionnaire** (To be completed where a Tenderer is invited to submit a Tender) – **Stage 2**

Questionnaire 4 contains the Commercial (pricing) Questionnaire that is to be downloaded, completed and uploaded back into the E-Tendering Portal by Tenderers.

###### All short listed Tenderers invited to Stage 2 will be required to complete the Commercial Questionnaire in full. A Tender containing a Commercial Questionnaire that is not completed in full shall be a non-compliant Tender and any such Tender shall be disregarded and excluded from further assessment.

###### No Tenderer is permitted to amend the format of the Commercial Questionnaire in any way. If a Tenderer amends the format of the Commercial Questionnaire (which for the avoidance of doubt includes but is not limited to any amendment, addition, or deletion other than the input of the data requested) then their Tender shall be disregarded and excluded from further assessment.

If a Tenderer has any queries regarding the content, completion and / or submission of the Commercial Questionnaire, these must be submitted as clarification questions in accordance with paragraph 3.4 of this Document 1.

Prices included in any Tender must not be subject to any pricing qualifications or indexation not provided for explicitly by the Contracting Authority in the Commercial Questionnaire, or in the Specification or in the Contract. In the event that any prices in a Tender are expressed as being subject to any pricing qualifications or indexation not provided for by the Contracting Authority in the Commercial Questionnaire, or in the Specification or in the Contract, the Contracting Authority will reject the Tender.

Assessment of Commercial Questionnaire responses is described in Section 4 of this Document 1 of the ITT Pack.

## Background

###### The ITT Pack has been prepared by Paul Greenwood (Senior Procurement Specialist) at Northumbria Healthcare Facilities Management

###### The Contracting Authority is seeking to award a contract to a Service Provider(s) for the Services described in the Specification (Document 2 of the ITT Pack).

###### The Contracting Authority has published a Tender Notice in respect of the Specification described in this ITT Pack, inviting expressions of interest from parties wishing to be considered to contract with the Contracting Authority for the Specification.

###### This procurement exercise is being carried out in accordance with the Competitive Flexible Procedure as set out in the PA 2023.

###### Parties expressing an interest have been given access to the ITT Pack on the E-Tendering Portal.

###### The Contracting Authority has taken reasonable care to ensure that the information provided in the ITT Pack is accurate in all material respects. However, the Tenderer’s attention is drawn to the fact that no representation, warranty or undertaking is given by the Contracting Authority in respect of the information provided in respect of this Contract Opportunity.

###### The Contracting Authority does not accept any responsibility for the accuracy or completeness of the information provided in the ITT Pack and shall not be liable for any loss or damage arising directly or indirectly as a result of reliance on the ITT Pack or any subsequent communication from or on behalf of the Contracting Authority.

###### No warranties or opinions as to the accuracy of any information provided in the ITT Pack are or shall be given at any stage by or on behalf of the Contracting Authority.

###### Any person considering making a decision to enter into a contractual relationship with the Contracting Authority or any other person on the basis of the information provided in the ITT Pack should make their own investigations and form their own opinion of the Contracting Authority and of the Contract Opportunity. The attention of Tenderers is drawn to the fact that, by issuing the ITT Pack, the Contracting Authority is in no way committed to awarding any contract and that all costs incurred by Tenderers in relation to any stage of the procurement process are to be met by that Tenderer solely.

###### The Contracting Authority is seeking to award the Contract to the Tenderer submitting the most advantageous Tender.

###### Contract Value:

The estimated value of the Contract over its term will be set out in the Tender Notice. (Details of current/anticipated expenditure or potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Contract.)

## Lots

###### This procurement is not divided into lots.

## Variant Tenders

###### The Contracting Authority will not accept variant Tenders.

## TUPE

###### The attention of Tenderers is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE. Tenderers should note that in the event that a Tenderer is successful in their Tender submission TUPE may apply to the transfer of the contract from the present provider to the Tenderer, and operate to give the present provider’s staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the Tenderer (as the successful Tenderer and Service Provider) on the same terms and conditions (other than in relation to rights under occupational pension schemes). The above does not apply to the self-employed who fall outside the employment protections set out in TUPE.

###### Tenderers are advised to form their own view as to the extent of the application of TUPE and the costs associated with this. The Contracting Authority reserves the right to ask Tenderers to confirm their approach to TUPE transfers and how any associated costs have been addressed in their Tender.

###### To assist in this process, the Contracting Authority may publish workforce details obtained from the present provider, to all Tenderers. This information will be supplied on the basis that it is treated as strictly confidential by Tenderers; and that the information is not disclosed by Tenderers except to such people within the Tenderer’s organisation, and to such extent, as is strictly necessary for the preparation of their Tender; and that it is not used for any other purpose. All such information supplied shall be returned by a Tenderer to the Contracting Authority promptly on request and any retained copies destroyed or deleted (as applicable) by the Tenderer.

###### Tenderers should note that in the event that the Contracting Authority publishes workforce details to all Tenderers in accordance with paragraph 2.6.3 above that such information will be derived from the present provider and that accordingly the Contracting Authority makes no warranties or representations as to the accuracy of such information and excludes all liabilities arising out of any inaccuracies in such information.

###### Each Service Provider will be required to indemnify the Contracting Authority against all possible claims arising under TUPE.

###### It is a further requirement on every Tenderer participating in this tender process that if that Tenderer is successful and becomes a Service Provider that they will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent procurement process and/or transfer.

## Confidentiality

###### All information made available to the Tenderers by the Contracting Authority in any form (whether contained within the ITT Pack or otherwise) relating to the Contract Opportunity, the Specification and/or the Contract shall be treated as confidential, used for the purpose of this tender exercise and the Contract only, and shall not be disclosed to any third party without the consent of the Contracting Authority or used as training data for AI systems. All such information supplied shall be returned by a Tenderer to the Contracting Authority promptly on request and any retained copies destroyed or deleted (as applicable) by the Tenderer.

## Transparency and Freedom of Information

###### The FOIA, EIR, and public sector transparency policies, and the requirements of the PA 2023 including the publication of a Contract Award Notice and a Contract Details Notice, and the duty to publish a copy of the Contract where the contract value is more than £5 million, apply to the Contracting Authority (together the “Disclosure Obligations”).

###### You should be aware of the Contracting Authority’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the Contracting Authority. Information provided by Tenderers in connection with this procurement process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Contracting Authority under the Disclosure Obligations, unless the Contracting Authority decides that a statutory exemption under the FOIA or the EIR applies.

###### If you wish to designate information supplied as part of your Tender or otherwise in connection with this procurement exercise as confidential and/or commercially sensitive and exempt from disclosure under the FOIA then you must complete the relevant table in Document 3 (Form of Tender and Tenderer Declarations), describing the information you consider exempt, together with the reason(s) you consider justify exemption from disclosure under FOIA and the period of exemption sought.

###### The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this procurement process you agree that the Contracting Authority should not and will not be bound by any such markings.

###### In addition, marking any material as “confidential” or “commercially sensitive” or equivalent, including information marked as such in Document 3 (Form of Tender and Tenderer Declarations), should not be taken to mean that the Contracting Authority accepts any duty of confidentiality arises by virtue of such marking. Whether information is subject to a binding obligation of confidentiality is assessed in the context of the nature of the information and the circumstances of the sharing, and whether disclosure is permitted or not will include consideration of any other relevant factors, including whether there is a countervailing public interest sufficient to outweigh the public interest in preserving confidences. You accept that the decision as to whether information will be disclosed is reserved to the Contracting Authority, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this procurement process and/or submitting your Tender or any other response provided to the Contracting Authority, that all information is provided to the Contracting Authority on the basis that it may be disclosed under the Disclosure Obligations if the Contracting Authority considers that it is required to do so, including where no relevant exemptions under the FOIA or EIR apply, and/or may be otherwise used by the Contracting Authority in accordance with the provisions provision of the ITT Pack.

## Conflicts of Interests

###### Each Tenderer and its officers are under a continuing obligation to promptly notify the Contracting Authority of any actual or potential conflicts of interest of the Tenderer, any staff of the Tenderer, any consortium member, and/or any sub-contractor relating to this tender process and/or the performance of the Contract if the Tenderer were a Service Provider. In the event that no actual or potential conflicts of interest are disclosed in Document 3 (Form of Tender and Tenderer Declarations) or otherwise (in writing), the Tenderer will be deemed to have warranted and represented that no actual or potential conflicts of interest exist. Failure to identify material conflicts of interest (actual or potential) may lead to exclusion of the Tenderer from participating in or progressing as part of this tender process and/or to the rejection of the Tenderer’s Tender.

###### For the avoidance of doubt the circumstances where a conflict of interest arise include (but are not limited to) where the Tenderer and/or any relevant body or person connected with the Tenderer and/or this procurement process and/or the Tenderer’s Tender submission have, directly or indirectly, a financial, economic, professional, or other personal interest which might be perceived to compromise their impartiality and independence in the context of this procurement procedure.

###### Where the Contracting Authority becomes aware of any conflict of interest arising or at risk of arising in respect of a Tenderer, any staff of the Tenderer, any consortium member, and/or any sub-contractor relating to this tender process and/or the performance of the Contract if the Tenderer were a Service Provider (whether as notified by a Tenderer in accordance with paragraph 2.9.1 of this Document 1 of the ITT Pack or otherwise) then:

#### the Contracting Authority shall assess such conflict of interest and consider if it puts any Tenderer at an unfair advantage or disadvantage in relation to the Contract Opportunity; and

#### where, in its absolute discretion, the Contracting Authority considers that a conflict of interest does put any Tenderer at an unfair advantage or disadvantage in relation to the Contract Opportunity the Contracting Authority may as a condition of continued participation in this tender process direct a Tenderer to take such steps as the Contracting Authority considers are necessary (such as, for example, requiring the Tenderer to enter into an ethical wall agreement) in order to ensure that the Tenderer is not put at an unfair advantage.

#### where a conflict of interest puts a Tenderer at an unfair advantage in relation to the Contract Opportunity and either:

##### the advantage cannot be avoided, or

##### the Tenderer will not take steps that the Contracting Authority considers are necessary in order to ensure that the Tenderer is not put at an unfair advantage;

##### then the Contracting Authority will exclude the Tenderer from participating in or progressing as part of this tender process.

## Non-collusion and inducements

###### Subject to paragraph 2.10.2 of Document 1 of the ITT Pack, any Tenderer or other supplier which:

#### fixes or adjusts its Tender by arrangement with any other person; or

#### communicates to any person other than the Contracting Authority the details of its Tender; or

#### enters into any arrangement with any other person that it will cease to negotiate with the Contracting Authority; or

#### offers or agrees to pay or give or does pay or give any sum of money, other inducement or consideration, directly or indirectly, to any person in respect of its Tender or the Contract (excluding details communicated to its advisers and payments made in relation to the valid remuneration of its advisers);

will be disqualified from any further involvement in this procurement process, without prejudice to any other civil remedy that may be available to the Contracting Authority and any criminal liability that may be incurred.

###### It shall not constitute collusion for a Tenderer to discuss and/or coordinate its Tender submission:

#### with any organisation forming part of a consortium formed for the purpose of (or including the purpose of) submitting a Tender under this procurement process; or

#### with a proposed sub-contractor, whether a Material Sub-contractor or otherwise.

## Participation in more than one Tender

###### Tenderers are only permitted to submit one Tender in their own right and name (to include where it is a lead supplier for a consortium):

#### in an un-lotted procurement process; or

#### per lot (in the case a lotted procurement process.

###### Tenderers must notify the Contracting Authority of their participation as a consortium member in any Tender in any capacity where the Tenderer is not the lead supplier for a consortium. For the avoidance of doubt, this includes where the Tenderer proposes to act as a sub-contractor for another Tenderer (whether as a Material Sub-contractor or otherwise).

###### Participation in more than one Tender or tendering consortia in respect of the same lot will be regarded as a conflict of interest and must be notified to the Contracting Authority in accordance with paragraph 2.9.1 of this Document 1 of the ITT Pack, so that the Contracting Authority can carry out the assessment described in paragraph 2.9.3 of this Document 1 of the ITT Pack.

## Canvassing

###### Any Tenderer who, in connection with this Contract Opportunity:

* offers any inducement, fee or reward to any employee of the Contracting Authority or any person acting as an advisor for the Contracting Authority or in connection with the procurement process; or
* does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
* offers or agrees to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Specification covered by the Tender, any act or omission as within the Bribery Act 2010; or
* contacts any employee of the Contracting Authority, DHSC or Cabinet Office about any aspect of the procurement process, except through the agreed communication channel(s) authorised in this ITT Pack;

will be disqualified from any further involvement in this process, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Tenderer/other supplier may attract.

## Copyright

###### The copyright in the ITT Pack is vested in the Contracting Authority.

###### Tenderers shall not reproduce any of the ITT Pack in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of the Contracting Authority, other than for use strictly for the purpose of preparing their Tender in relation to the procurement process. The ITT Pack and any document at any time issued as supplemental to it are and shall remain the property of the Contracting Authority and may be used by a Tenderer solely for the purpose of this procurement process and must be returned promptly by a Tenderer to the Contracting Authority upon request and any retained copies destroyed or deleted (as applicable) by the Tenderer.

## Acceptance of Contract

###### By submitting a Tender, Tenderers are agreeing to be bound by the terms of the ITT Pack and in the event that the Tenderer is appointed as a Service Provider the Tenderer is agreeing to be bound by a contract substantially in the form of the Contract without further negotiation or amendment.

###### The Tenderer in submitting a Tender undertakes that in the event of the Tender being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Tenderer, the Tenderer will execute the Contract prior to contract implementation.

## The Contracting Authority’s Employees and agents: Authority

###### No employee or agent of the Contracting Authority has the authority to give any undertaking, guarantee or warranty or make any representation (express or implied) in relation to the ITT Pack or any other matter relating to the Contract except through the agreed communication channel(s) authorised in the ITT Pack.

## Publicity

###### Tenderers must obtain the express written approval from the Contracting Authority before any disclosures are made to the press or in any other public domain relating to this procurement process or any subsequent contract. No Tenderer will undertake any publicity activities with any part of the media in relation to this Contract Opportunity without:

#### the prior written agreement of the Contracting Authority.; and

#### the prior written agreement of the Contracting Authority in relation to the format and content of any publicity.

###### Prior to contract award, no publicity activities by the Tenderer in relation to this Contract Opportunity or the Contract shall be permitted.

###### Where the Contracting Authority considers that the Tenderer has acted in breach of this paragraph 2.16, the Contracting Authority may exclude and disregard the Tenderer’s Tender.

## Contract Term

###### The Contracting Authority proposes to enter into Contract(s) for a maximum period of *7 (seven)* with the successful Tenderer(s).

###### The initial contract term shall be 7 years with the potential for 2 x 12 month I Contract extension periods by election of the Contracting Authority, on such notice and for such periods as will be specified by the Contract.

###### The anticipated Services commencement date is to be confirmed after the Stage 1 process is completed.

## Payment and Invoicing

###### The Contracting Authority will pay correctly addressed, valid and undisputed invoices within 30 days of the day on which the invoice is received or, if later, the day on which the payment falls due in accordance with the invoice in accordance with and subject to the requirements of the Contract. Service Providers to the Contracting Authority must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Contracting Authority include:

* A description of the good/services supplied is included.
* The Contracting Authority’s reference number/Purchase Order number is included.
* It must be addressed to Northumbria Healthcare Facilities Management and sent to accounts.payable@nmfm.nhs.uk

# Tender Process

## General

###### These instructions are designed to ensure that all Tenders are given equal and fair consideration. Please contact the Contracting Authority via the messaging service on the E-Tendering Portal if you have any queries.

###### This procurement is a two-stage competitive tendering procedure (a “competitive flexible procedure”) as permitted by the PA 2023:

#### **Stage 1** is the submission by each Tenderer of a response to the Supplier Information Questionnaire by the applicable Deadline and the assessment of each such Supplier Information Questionnaire submission received by the Contracting Authority in accordance with this ITT Pack; and

#### **Stage 2** is the invitation by the Contracting Authority of all those Tenderers selected to participate further in this tender process to submit a Tender (following assessment of each Supplier Information Questionnaire submission) and the assessment of each Tender submission received by the Contracting Authority in accordance with this ITT Pack.

###### Any invitation to participate in a stage of the procurement process, including but not limited to any invitation to submit a Tender shall be in writing and communicated to Tenderers through the E-Tendering Portal.

###### Any invitation to participate in a stage of the procurement process, including but not limited to any invitation to submit a Tender may contain additional instructions and requirements that shall be binding upon all Tenderers and shall be incorporated into and form part of the ITT Pack.

###### Tenderers should read these instructions carefully before completing their Supplier Information Questionnaire submission or their Tender submission. Any failure to comply with these requirements for completion and submission of the Tender response may (in addition to any specific consequences set out in the ITT Pack for any failure to follow any requirement(s)) be deemed by the Contracting Authority to render that Tender non-compliant and that Tender may be rejected by the Contracting Authority. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the ITT Pack and the Specification and the Contract and all contractual obligations.

###### In particular, Tenderers must ensure that they have read and fully understand Document 2 (Specification) prior to submitting their Tender to the Contracting Authority. Requests for clarifications on any aspect of the ITT Pack can be made by following the instructions in paragraph 3.4 of this Document 1 of the ITT Pack.

###### These instructions, together with other instructions issued in connection with it by the Contracting Authority (if any), constitute the terms and conditions of participation by Tenderers in the Contract Opportunity. Such terms and conditions shall apply to all Tenderers participating in this procurement process. Participation in this Contract Opportunity in any manner, including but not limited to by submission of Questionnaire 1 – Supplier Information Questionnaire or submission of a Tender shall be deemed to be acceptance by the relevant Tenderer of such terms and conditions.

###### The Tenderer shall use all reasonable endeavours to ensure that each and every sub-contractor, consortium member and adviser abides by the terms of the conditions set out in the ITT Pack.

###### By submitting a Tender, the Tenderer warrants as a continuing obligation that:

#### they have and will, comply with all applicable laws, codes of practice, statutory guidance and the Contracting Authority’s applicable policies relevant to the tender process. The Contracting Authority’s policies relevant to this tender process can be found @ www.northumbria.nhs.uk.

#### any consortium member and/or sub-contractor has and will comply with all applicable laws, codes of practice, statutory guidance and the Contracting Authority’s applicable policies relevant to this tender process (such applicable policies include those set out above);

#### any Tender submitted is submitted on the basis that as a Service Provider the Tenderer, its consortium member and/or sub-contractors will comply with all applicable laws, codes of practice, statutory guidance and the Contracting Authority’s applicable policies relevant to the supplies and/or services being supplied. The Contracting Authority’s policies relevant to the supplies and/or the Services being supplied can be found @ [www.northumbria.nhs.uk](http://www.northumbria.nhs.uk).

###### The Contracting Authority shall not be committed to any course of action in relation to this Contract Opportunity or otherwise as a result of:

#### issuing any notice in relation to this tender process, including without limitation any Planned Procurement Notice, Preliminary Market Engagement Notice, Tender Notice or any other notice whatsoever on the Central Digital Platform or elsewhere;

#### issuing the ITT Pack;

#### an invitation to submit any response in respect of this procurement exercise including but not limited to where a Tenderer is selected to be invited to participate further in this tender process and are invited to submit a Tender;

#### communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise;

#### communicating the outcome of the tender process to a Tenderer, whether by way of a Contract Award Notice or otherwise; or

#### any other communication between the Contracting Authority and any other party.

###### Tenderers accept and acknowledge that by issuing the ITT Pack, the Contracting Authority shall not be bound to invite any Tenderer(s) to participate further in this tender process by submission of a Tender, or to accept any Tender and that the Contracting Authority reserves the right not to conclude a contract for some or all of the Specification for which Tenders are invited.

###### Where a Tender is issued in lots, the Contracting Authority reserves the right:

#### to award some but not all lots; and/or

#### to award lots on different timelines.

###### The Contracting Authority reserves the right to vary, suspend or cancel the procurement process at any time without explanation. As stated in paragraph 3.5.2 of this Document 1 of the ITT Pack, the Contracting Authority is not responsible for any costs incurred by Tenderers.

###### Tenderers should be aware that by submitting a response to this Tender they are representing and warranting that they are capable of performing, as a minimum, the Specification.

###### Failure to comply with one or more mandatory requirements or constraints set out in the ITT Pack shall entitle the Contracting Authority to reject a Tender in full.

###### Where, following contract award, the Contracting Authority considers that any representation or warranty made by a Service Provider in their Tender submission was false, the Contracting Authority reserves the right to rescind the Contract.

###### The Contracting Authority reserves the right to include any elements of a successful Tenderer’s Tender (including any clarification provided by a Tenderer and any information provided in any presentation/interview) which are additional to and not contradictory to the Specification as provisions of the Contract between that Service Provider and the Contracting Authority.

## *Not Used*

## Timetable

###### Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Contracting Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| **Action** | **Date/Time** |
| **Initial Tender Information** | |
| Publication of Tender Notice | 19 March 2025 |
| Issue of the ITT Pack to Tenderers including Supplier Information Questionnaire, Technical Adoption Checklist and Conditions of Participation | 19 March 2025 |
| **Supplier Information Questionnaire shortlisting stage (1)** | |
| Last date for receipt of Tenderer clarification questions in relation to the Supplier Information Questionnaire | 10 April 2025 |
| Target date for final responses by the Contracting Authority to Tenderer clarifications in relation to the Supplier Information Questionnaire | 14 April 2025 |
| Deadline for submission by Tenderers of response to the Supplier Information Questionnaire. And other Stage 1 Docs | 21 April 2025. |
| Anticipated date for completion of assessment of responses from Tenderers to the Supplier Information Questionnaire and notification from the Contracting Authority to Tenderers of results of assessment. | 28 April 2025 |
| **Tender Stage (2)** | |
| Invitation to Tenderer(s) selected to participate further in this tender process to submit a Tender | 30 April 2025 |
| Last date for receipt of Tenderer clarification questions (other than in relation to the Supplier Information Questionnaire) | 26 May 2025 |
| Target date for final responses by the Contracting Authority to Tenderer clarifications (other than in relation to the Supplier Information Questionnaire) | 01 June 2025 |
| Deadline for receipt of Tenders | 7 June 2025 at 12:00 |
| Assessment of Tenders | from 7 June 2025 |
| to 21 June 2025 |
| Tenderer Presentations and Clarification Meetings | Between 30 June – 07 July 2025 |
| **Contract Award** |  |
| Notification of contract award decision to each Tenderer that has submitted an Assessed Tender by issue of an Assessment Summary | 14 July 2025 |
| Publication of Contract Award Notice | 21 July 2025 |
| "Standstill" period | End date of the standstill period 22 July 2025 |
| Publication of Contract Details Notice | 31 July 2025 |
| **Contract** | 01 August 2025 |
| Contract start date and start of mobilisation/transition period | 01 August 2025 |
| Target service commencement date | *TBC* |

## Clarifications relating to the ITT Pack/procurement process: Questions raised by Tenderers

###### Please read the ITT Pack carefully. All clarification questions raised by Tenderers about the Specification or the process applicable to this Contract Opportunity or any other matter related to this procurement process (whether raised prior to submission of a response to the Supplier Information Questionnaire or prior to submission of a Tender) must be made in accordance with this paragraph 3.4 of this Document 1 of the ITT Pack.

###### The Contracting Authority will endeavour to answer all clarification questions raised by any Tenderer as quickly as practicable, but cannot guarantee a response time. What constitutes a sufficient answer to any clarification question shall be determined solely by the Contracting Authority in its absolute discretion.

###### Clarification questions must be submitted via the messaging service on the E-Tendering Portal. Any clarification questions raised outside of the E-Tendering Portal (whether in person, via Telephone, Fax, Email, or Post) will not be accepted and will not be responded to. Tenderers should note that any attempt to raise clarifications outside the E-Tendering Portal may constitute canvassing for the purposes of paragraph 2.12 of Document 1 of this ITT Pack.

###### Subject to paragraph 3.4.5 of Document 1 of this ITT Pack the last date for the submission of any clarification questions is specified in paragraph 3.3 of Document 1 of this ITT Pack (Timetable).

###### The last date for receipt of Tenderer clarification questions in relation to the Supplier Information Questionnaire is specified in paragraph 3.3 of Document 1 of this ITT Pack (Timetable).

###### The Contracting Authority is under no obligation whatsoever to answer any clarification question raised by a Tenderer after the relevant deadline for submission of a clarification question but the Contracting Authority reserves the right to do so in its absolute discretion.

###### In order to ensure equality of treatment of Tenderers, the Contracting Authority intends to publish the clarification questions raised by Tenderers together with the Contracting Authority’s answers (but not the source of the questions) to all participants on a regular basis via the E-Tendering Portal (the “Clarification Log”).

###### Tenderers should indicate if a clarification question is of a commercially sensitive nature – where disclosure of such clarification question and the answer would, or would be likely to, prejudice its commercial interests. However, if the Contracting Authority at its sole discretion considers the clarification question to not be of a commercially confidential nature or to be one which all Tenderers would benefit from seeing both the clarification question and the Contracting Authority’s answer, the Contracting Authority will:

* invite the Tenderer submitting the clarification question to either consent to the clarification question along with the Contracting Authority’s answer being circulated to all Tenderers; or
* require the Tenderer, if it still considers the clarification question to be of a commercially confidential nature, to withdraw the clarification question.

###### The Contracting Authority reserves the right not to answer any clarification question or to not circulate any clarification question or to not circulate any answer to a clarification question where it considers that to do so would be likely to prejudice its commercial interests.

## Preparation of Supplier Information Questionnaire and Tender Submissions

###### Information that is supplied by or on behalf of the Contracting Authority to Tenderers as part of the procurement exercise (whether under this ITT Pack or otherwise) is supplied in good faith. Tenderers must satisfy themselves as to the accuracy of such information and no responsibility is accepted by the Contracting Authority for any loss or damage of whatever kind or howsoever caused arising from the use by the Tenderers of such information.

###### Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their Supplier Information Questionnaire submission and their Tender submission (if invited to submit a Tender), whether before or after the relevant Deadline and whether incurred directly by them or their advisers and regardless of whether such expense arises as a consequence directly or indirectly of any amendments made to the ITT Pack by the Contracting Authority at any time. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Supplier Information Questionnaire submission and their Tender submission and in relation to their participation at all other stages of the procurement process without limitation. Under no circumstances will the Contracting Authority, or any of their advisers, be liable for any costs or expenses incurred by Tenderers, or by Tenderers’ sub-contractors, suppliers or advisers.

###### For the avoidance of doubt, the Contracting Authority shall have no liability whatsoever to Tenderers for the costs or expenses of tendering or otherwise participating in this procurement process.

## Submission of Supplier Information Questionnaire and Tender Submissions

Who may submit a Tender

###### Tenders shall only be accepted from a single legal entity per Tender submission. Where a Tenderer is submitting a tender as a consortium with other organisations then it may only do so either through an incorporated joint venture legal entity or as a lead contractor. Multi-party tender submissions under which more than one organisation seek to tender as a single bid and where more than one organisation would be proposed as the contract counterparties to the Contracting Authority are not permitted.

###### Where a Tenderer proposes to utilise sub-contractors to perform all or part of the Specification in the event that it becomes a Service Provider then the Tender must as part of its Tender identify each Material Sub-contractor and the scope of such Material Sub-contractor(s)’ intended performance of the Specification.

###### Under the Contract, consent to each sub-contract will be required from the Contracting Authority. Where a Tenderer proposes to utilise sub-contractors to perform all or part of the Specification in the event that it becomes a Service Provider, Tenderers are advised to identify all sub-contractors (whether they are Material Sub-contractors or not).

How a Tender must be submitted

###### Tenderers must complete their Supplier Information Questionnaire submission and their Tender submission (if invited to submit a Tender) within the E-Tendering Portal according to the instructions in paragraph 2.2 of this Document 1. Failure to do so will render the response non-compliant and their Supplier Information Questionnaire submission or Tender submission (as applicable) will be rejected.

How to answer questions

###### Tenderers should not assume that the Contracting Authority has any prior knowledge of the Tenderer, its practice or reputation, or its involvement in existing services, projects or procurements.

###### If there are any questions that do not apply to a Tenderer, please answer with a N/A with an explanation where appropriate.

###### Where any question in the ITT Pack indicates a word limit, any response will be evaluated only up to that word limit and any additional information beyond that word limit will not be considered. Tenderers are required to state the number of words used in each of their responses to each question that has a word limit. Such a statement should be included in the response to each such question, but will not count towards the word limit for such question.

###### Words included within diagrams, tables or other graphic representations utilised in the response to any question will not count towards the word limit for the relevant question. This includes any other method of presentation which is not just text.

###### Where the Contracting Authority considers in relation to the response to any question that a Tenderer has materially attempted to avoid express word limits by deliberately avoiding the use of normal punctuation or by eliminating the use of spaces between words then the Contracting Authority reserves the right not to evaluate the entire response to the relevant question.

###### Tenderers must only insert, attach or provide attachments as part of their Supplier Information Questionnaire submission or their Tender submission where requested to do so, and only in response to the questions specified by the Contracting Authority. If Tenderers attach a document where not requested, the Contracting Authority will not evaluate that document.

###### Where the ITT Pack requires Supplier Information Questionnaire submissions or Tender submissions, or any part of any such submission, to be submitted in a particular format then the submission or relevant part (as applicable) must be submitted in the format so specified. Where a Tenderer fails to utilise the format specified in the ITT Pack then the Contracting Authority will not evaluate any part of a submission submitted in a format other than the format specified in the ITT Pack.

###### Supplier Information Questionnaire submissions and Tender submissions must not be qualified in any way. Any attempt by a Tenderer to qualify any of the provisions of the ITT Pack, including for the avoidance of doubt the Contract, may result in a Supplier Information Questionnaire submission or a Tender submission being disqualified by the Contracting Authority as non-compliant. A Supplier Information Questionnaire submission or a Tender submission will be considered qualified where it includes any caveats or any other statements or assumptions that are in conflict with the Specification and/or the Contract and/or the ITT Pack or which would, if applied, have the effect of altering the Specification and/or the Contract and/or the ITT Pack.

Deadline for Supplier Information Questionnaire submission or Tender Submission

###### The Contracting Authority may in its absolute discretion extend a Deadline specified in the timetable set out at paragraph 3.3 of Document 1 of this ITT Pack (or as otherwise communicated to Tenderers). Any extension to a Deadline will apply to all Tenderers.

###### Supplier Information Questionnaire submissions and Tender submissions must be submitted via the E-Tendering Portal no later than the relevant Deadline. Tenders may be submitted at any time before the relevant Deadline.

###### Supplier Information Questionnaire submissions or Tender submissions received before the relevant Deadline will be retained unopened until after the relevant Deadline.

###### The Contracting Authority does not accept responsibility for the premature opening or mishandling of Supplier Information Questionnaire submissions or Tender submissions that are not submitted in accordance with the instructions contained in this ITT Pack.

Financial submissions

###### Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

###### Tender pricing must be provided exclusive of any applicable Value Added Tax.

What must and must not be included in a Supplier Information Questionnaire submission or a Tender submission

###### Tenderers must ensure that their Supplier Information Questionnaire submission and their Tender submission (if invited to submit a Tender) and information provided via the Central Digital Platform includes all the information required by the ITT Pack and any invitation to submit a Tender and answers each question to which a response is required. A non-exhaustive check list of return requirements for Tender submissions is set out in paragraph 3.9 of this Document 1 of this ITT Pack. Failure to include any information or document required under this ITT Pack in respect of a Supplier Information Questionnaire submission or a Tender submission whether stated in a checklist or otherwise will either:

#### render the Supplier Information Questionnaire submission or the Tender submission non-compliant (where the information or answer is indicated to be mandatory or a pass/fail question or where the failure is a failure to complete any declaration, certification or warranty required in Document 3 in its entirety) in which case the Supplier Information Questionnaire submission or Tender submission (as applicable) will be rejected; or

#### in all other cases questions may be evaluated without further seeking to obtain missing information from the Tenderer.

###### A failure to include all the information required by the ITT Pack and any invitation to submit a Tender includes without limitation any Supplier Information Questionnaire submission or Tender submission that contains gaps, omissions, errors, uncompleted sections, or changes to the format of any tender documentation.

###### Tenderers should not include in their Supplier Information Questionnaire submission or their Tender submission any extraneous information which has not been specifically requested in the ITT Pack including, for example, any sales or marketing literature, standard terms of trading etc.

###### All Supplier Information Questionnaire submissions and Tender submissions are deemed to be submitted on the basis that each Tenderer consents to:

#### The Contracting Authority carrying out all necessary actions to verify the information provided in any such submission and information provided via the Central Digital Platform; and

#### the analysis of any such submission and information provided via the Central Digital Platform being undertaken by one or more third parties commissioned by the Contracting Authority for such purposes as required and at the Contracting Authority’s election.

###### If any part of a Supplier Information Questionnaire submission or a Tender submission contains manuscript amendments which have not been initialled by an authorised signatory of the Tenderer then such manuscript amendments shall be disregarded for the purposes of assessment.

###### Supplier Information Questionnaire submissions and Tender submissions must be successfully submitted by Tenderers via the E-Tendering Portal and successfully received no later than the relevant Deadline. The Contracting Authority will not consider any submission received after the relevant Deadline and failure of any Tenderer to meet a relevant Deadline will mean that such Tenderer will not be permitted to participate further in this procurement process.

###### The Contracting Authority shall have the right to disqualify you and your Supplier Information Questionnaire submission and/or your Tender submission from the procurement process at any stage if it becomes aware of any omission or misrepresentation in your Supplier Information Questionnaire submission or Tender submission or any information provided via the Central Digital Platform.

###### The Contracting Authority shall have the right to disqualify you and your Tender from the procurement process at any stage in the event that material changes arise in respect of any information/position set out in any aspect of your response to the Supplier Information Questionnaire, information provided via the Central Digital Platform, Tender or other response made following a request by the Contracting Authority. For the avoidance of doubt, the Contracting Authority may check that there has not been any material changes to the information provided or the positions outlined in any of your responses at any stage and, in the event of any such material change, the Contracting Authority reserves the right to disqualify you based on the Contracting Authority’s assessment of the updated information/position.

###### The Contracting Authority may, at any stage in the procurement process, require you to provide evidence to verify statements made by you in any response to the Supplier Information Questionnaire, information provided via the Central Digital Platform, Tender or other response made following a request by the Contracting Authority and reserves the right to disqualify you where such evidence and verification cannot be provided or is not provided within the timescale specified by the Contracting Authority.

###### Tenderers are under an ongoing obligation to notify the Contracting Authority of any changes to the information submitted as part of this procurement process.

###### The Contracting Authority reserves the right to re-assess a Supplier Information Questionnaire submission, information provided via the Central Digital Platform, Tender or other response from a Tenderer based on any new information it receives or otherwise becomes aware of.

## Amendments to ITT Pack requirements

###### At any time prior to the Deadline for the submission for responses to the Supplier Information Questionnaire, the Contracting Authority may amend the information provided to, or to be submitted by, Tenderers in response to the Supplier Information Questionnaire. In order to give Tenderers reasonable time in which to take the amendment into account in preparing their responses, the Contracting Authority may, following such amendment, at its sole discretion, extend the Deadline for receipt of Supplier Information Questionnaire submissions.

###### Subject to paragraph 3.7.4 of this Document 1 of this ITT Pack below at any time prior to the Deadline for the receipt of Tenders, the Contracting Authority may amend the information provided to, or to be submitted by, Tenderers in their Tender. In order to give Tenderers reasonable time in which to take the amendment into account in preparing their Tender submissions, the Contracting Authority may, following such amendment, at its sole discretion, extend the Deadline for receipt of Tender submissions.

###### Subject to paragraph 3.7.4 of this Document 1 of this ITT Pack below the Contracting Authority reserves the right to:

#### amend any part of the ITT Pack;

#### vary, suspend or cancel the procurement process at any stage; and/or

#### require the Tenderer to provide written clarification or additional information in relation to its Supplier Information Questionnaire submission, information provided via the Central Digital Platform or its Tender submission.

###### The Contracting Authority may prior to inviting eligible Tenderers to submit an Tender following assessment of the Supplier Information Questionnaire, refine any Award Criteria and/or refine the weighting of any Award Criteria

## Tender Validity

###### Tenders shall remain valid for *120 days* from the Deadline for Tender submission.

###### Tender Return Checklist (stage 1)

###### The Contracting Authority requires the following documents described in paragraph 2.2 of this Document 1 of the ITT Pack to be submitted via the E-Tendering Portal as a minimum for any Tender to be evaluated as part of Stage 1*:*

###### Completed Questionnaire 1 - Supplier Information Questionnaire ;

* + - The Technical adoption Checklist

###### Tenderers must ensure that they have submitted and shared with the Contracting Authority complete up-to-date Core Supplier Information for the Tenderer and any Associated Person(s) before the Deadline for submission by Tenderers of responses to the Supplier Information Questionnaire and confirm this when submitting their Supplier Information Questionnaire and, in addition, will be required to confirm in Document 3 as part of their Tender submission that the information in the Supplier Information Questionnaire and the Core Supplier Information is correct and accurate.

###### Tenderers should note that the above check list at paragraph at 3.9.1 is non-exhaustive and the Contracting Authority does not warrant that it is comprehensive. It is each Tenderer’s responsibility to ensure that their Tender submission and information provided via the Central Digital Platform contains all information/documents required by the ITT Pack.

###### Tenderers should note the potential consequences of failing to provide any information/documents required by the ITT Pack. The Contracting Authority may disqualify you and your Tender from the procurement process.

## Additional Stages

Tenderers’ Presentations and Clarification Meetings

All Tenderers who have submitted a compliant Tender Response shall be invited to participate in a presentation and clarification meeting with the Contracting Authority.

Not Used

## Clarification of Supplier Information Questionnaire submission and Tender submissions

###### The Contracting Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer’s Supplier Information Questionnaire submission or any Tender submission during the assessment phase of such Supplier Information Questionnaire submission or Tender submission (as applicable). Where a Tenderer has declared, or the Contracting Authority has reasonable grounds to suspect, that any part of the Tenderer’s Supplier Information Questionnaire submission or any Tender submission has been prepared using AI, the Contracting Authority may seek any clarification that it considers appropriate to verify the accuracy of the Supplier Information Questionnaire submission or any Tender submission. Tenderers are required to respond to any requests for clarification promptly within the time period stipulated by the Contracting Authority when seeking such clarification.

###### In the event a Tenderer fails to respond to the Contracting Authority seeking clarification, or does not provide the clarification requested, the Contracting Authority reserves the right to assess the original Supplier Information Questionnaire submission or Tender submission received (as applicable).

###### The Contracting Authority reserves the right to evaluate the original Supplier Information Questionnaire submission or Tender submission received (as applicable) without taking into account the clarification response received from the Tenderer where it considers that it is reasonable to do so.

## Exclusion of Tenderers

# Exclusion if on Debarment List

###### The Contracting Authority will disregard and exclude any Tenderer from this procurement process where the Tenderer or any of their Associated Persons or any sub-contractor is on the Debarment List by virtue of a Ground for Mandatory Exclusion.

###### The Contracting Authority may disregard and exclude any Tenderer from this procurement process where the Tenderer or any of their Associated Persons or any sub-contractor is on the Debarment List by virtue of a Ground for Discretionary Exclusion.

Exclusion for Mandatory or Discretionary PA 2023 Ground

###### The Contracting Authority will disregard and exclude from this procurement process any Tenderer where the Contracting Authority considers that a Ground for Mandatory Exclusion applies to the Tenderer or any of their Associated Persons or any sub-contractor and the circumstances giving rise to the application of the Ground for Mandatory Exclusion are continuing or likely to occur again.

###### The Contracting Authority may disregard and exclude from this procurement process any Tenderer where the Contracting Authority considers that a Ground for Discretionary Exclusion applies to the Tenderer or any of their Associated Persons or any sub-contractor and the circumstances giving rise to the application of the Ground for Mandatory Exclusion are continuing or likely to occur again.

Associated Persons and sub-contractors

###### Before disregarding and excluding from this procurement process any Tenderer on the basis that any of the circumstances in paragraphs 3.12.1, 3.12.2, 3.12.3 and 3.12.4 apply to an Associated Person or to a sub-contractor of the Tenderer, the Contracting Authority will first:

#### notify the relevant Tenderer of the Contracting Authority’s intention to exclude the Tenderer on this basis, and

#### give the relevant Tenderer the opportunity (within the time period stated in the notification from the Contracting Authority to the Tenderer) to substitute an alternative Associated Person or sub-contractor (as applicable).

Notification of exclusion

###### Where the Contracting Authority disregards and excludes a Tenderer from this procurement in any of the circumstances in paragraphs 3.12.1, 3.12.2, 3.12.3 and 3.12.4, the Contracting Authority may give notice of that fact to the relevant appropriate authority.

Exclusion if not a United Kingdom Supplier or a Treaty State Supplier

###### The Contracting Authority may disregard and exclude any Tenderer from this procurement process where the Tenderer is not a United Kingdom Supplier or a Treaty State Supplier.

Exclusion if Conditions of Participation not satisfied

###### The Contracting Authority will disregard and exclude any Tenderer from this procurement process where the Tenderer does not satisfy the Conditions of Participation.

## Disregard and Exclusion of Supplier Information Questionnaire submissions and Tender submissions

Exclusion if sub-contractor not a United Kingdom Supplier or a Treaty State Supplier

###### The Contracting Authority may disregard and exclude any Supplier Information Questionnaire submission or Tender submission where the Tenderer intends to sub-contract the performance of all or part of the Contract to a supplier that is not a United Kingdom Supplier or Treaty State Supplier.

Exclusion of abnormally low tenders

###### The Contracting Authority may disregard and exclude any Tender that offers a price that the Contracting Authority considers to be abnormally low. Before disregarding a Tender on this basis the Contracting Authority will:

#### notify the relevant Tenderer that the Contracting Authority considers the price to be abnormally low, and

#### give the relevant Tenderer the opportunity (within the time period stated in the notification from the Contracting Authority to the Tenderer) to demonstrate that the Tenderer will be able to perform the Contract for the price offered.

###### Exclusion for breach of ITT Pack or as permitted by ITT Pack

###### The Contracting Authority may disregard and exclude any Supplier Information Questionnaire submission or Tender submission which breaches a procedural requirement set out in the Tender Notice or in this ITT Pack.

###### Whether or not listed above, the Contracting Authority may disregard and exclude any Supplier Information Questionnaire submission or Tender submission , where this is permitted by a provision of this ITT Pack or under the PA 2023.

# Selection and Tender Assessment

## Steps Prior to Assessment of Supplier Information Questionnaire Submissions

###### Before undertaking the assessment of Supplier Information Questionnaire submissions received the Contracting Authority will determine whether:

#### each Tenderer should be disregarded and excluded from this procurement process whether for a reason set out in paragraph 3.12 of this Document 1 of the ITT Pack or otherwise; and

#### each Supplier Information Questionnaire submission should be disregarded and excluded from this procurement process whether for a reason set out in paragraph 3.13 of this Document 1 of the ITT Pack or otherwise.

## Assessment of Supplier Information Questionnaire Submission. (Stage 1)

###### Each Supplier Information Questionnaire submission shall be assessed in accordance with the methodology set out below to ensure that each Supplier Information Questionnaire submission is assessed fairly and to establish those Tenderers who will then be selected to submit a Tender under this procurement process i.e Stage 2.

###### Where the Conditions of Participation contain any “Pass/ Fail” criteria then where any Tenderer is assessed as having failed one or more such criteria then the Contracting Authority will:

#### disregard and exclude any such Tenderer from this procurement process;

#### no further assessment of that Tenderer’s Supplier Information Questionnaire submission will be carried out; and

#### such Tenderer will not be selected to be invited to submit a Tender under Stage 2.

###### Where a Tenderer passes all “Pass/Fail” criteria set out in the Conditions of Participation then all scored questions in the Conditions of Participation will be assessed using the marking methodology set out at paragraph 4.4 of Document 2 of this ITT Pack.

###### The top five scoring Tenderers on the scored questions under the Conditions of Participation will be selected to be invited to submit a Tender under this procurement process*.*

## Assessment of Tenders (Stage 2)

###### Subject to any refinement of Award Criteria carried out in accordance with paragraph 3.7 of this Document 1 of this ITT Pack Tenders and information provided via the Central Digital Platform will be assessed in accordance with the methodology set out below to ensure that Tenders are evaluated fairly and to establish the most advantageous Tender.

###### The overall aim of the assessment process is to select the Tender that is the most advantageous to the Contracting Authority, applying the state Award Criteria. Full details of the Stage 2 Tender questions and Commercial/Award criteria will be set out in the Instructions to shortlisted tenderers at the start of Stage 2

###### Marking Methodology

###### Where the response by a Tenderer to a Pass/Fail question scores a “Fail”, the Tenderer will be deemed not be eligible to be awarded the Contract and:

#### where the “Fail” occurs in respect of a Supplier Information Questionnaire Pass/Fail question, the Tenderer will not be invited to submit a Tender under this process; and

#### where assessment is carried out in stages, any Tenderer will not proceed to the next stage of assessment.

###### The following marking methodology will be used to evaluate each scored question in the Conditions of Participation and Technical Questionnaire:

| **Score** | **Interpretation** |
| --- | --- |
| **5**  **Excellent** | The Tenderer’s response meets all the requirements of the relevant assessed question and has provided all relevant evidence requested, in the level of detail requested.  The Tenderer's response includes Material Added Value of relevance to the Specification together with evidence supporting the Tenderer’s proposals that provides adequate assurance of the Tenderer’s ability to deliver the proposed Material Added Value.  Material Added Value is a clear, specific and unequivocal commitment by a Tenderer to deliver additional services, meet additional quality standards, or provide other additional benefits for the Contracting Authority without further cost to the Contracting Authority and without amending or reducing the existing requirements of the Specification and the Contract, which offer a substantive commitment by the Tenderer over and above the express requirements of the Specification and Contract, and which are capable of being incorporated as express contractual requirements if the Tenderer is successful in being awarded a Contract. |
| **4**  **Good** | The Tenderer’s response meets all the requirements of the relevant assessed question and has provided all areas of relevant evidence requested, in the level of detail requested. |
| **3**  **Satisfactory** | The Tenderer’s response meets all aspects of the requirements of the relevant assessed question, but has not provided all of the relevant evidence requested or the relevant evidence has not been provided in the level of detail required. |
| **2**  **Poor** | The Tenderer’s response meets some but not all the requirements of the relevant assessed question. |
| **1**  **Unacceptable** | No response and/or minimal information provided and/or the Tenderer’s response fails to meet any of the requirements of the relevant question. |

###### Tenderers should note that some assessed questions may contain multiple parts and it is the Tenderer’s responsibility to ensure that all elements and requirements of each question are addressed appropriately. Unless stated otherwise all parts of a question are weighted equally and therefore Tenderers should ensure that all points are given appropriate attention and are included as part of their response accordingly.

## Moderation Process

###### Once individual evaluators for each assessed question (whether in Supplier Information Questionnaire submissions or in Tender submissions) have completed their assessment of their provisional scores, applying the marking methodology above, a moderation meeting shall be held to achieve a consensus between all of the evaluators for each question of the final score (mark) to be awarded to each Tenderer for each relevant assessed question or whether such question is passed or failed (in the case of “pass/fail” questions).

###### A separate moderation meeting may be held for each assessed question. Each such meeting shall be attended by the evaluators relevant to that question, together with such additional supporting administrative or professional advisors as the Contracting Authority and/or the evaluators shall consider appropriate.

###### Moderation meetings may be held physically or virtually (or both physically and virtually) and may take place over more than one day and in more than one part (including but not limited to before and after seeking further clarification from a Tenderer or Tenderers).

###### The final score determined by the final such moderation meeting held in respect of each assessed question shall be the evaluated score for that question.

## Assessment of Commercial Questionnaire (Stage 2)

###### Full details will be provided in the Stage 2 Instructions.

## Application of Weightings to Technical Questionnaire and Social Value Questionnaire

The raw scores for the Technical Questionnaire and for Social Value Questionnaire and for the Commercial Questionnaire will be weighted as set out at paragraph 4.3 above of this Document 1 of the ITT Pack.

## Total Scores

Total Score = Quality Weighted Score + Social Value Weighted Score + Financial Weighted Score.

The total score is out of a maximum total of 100.

# Contract Award

## Selection of a Preferred Service Provider

###### Following the completion of the assessment stages set out in Section 4 of this Document 1 of the ITT Pack and subject to meeting the requirements at each stage, a single consolidated score for each Tender submitted will be calculated for each Tenderer. The Preferred Service Provider(s) will be the Tenderer(s) with the highest consolidated score.

###### The Preferred Service Provider will be the Tenderer with the highest total weighted score [for the Technical Questionnaire] OR [the Commercial Questionnaire]

###### If the evaluation process results in tied scores with two or more tenderers receiving identical scores and being tied for the last position, the scores awarded against the individual questions below will be considered in the order shown in the stage 2 Instructions until the “dead heat” is resolved and the maximum number of tenderers are reached.

## Notification of Award and Standstill

###### When the Contracting Authority has concluded the assessment of all Assessed Tenders the Contracting Authority will provide an Assessment Summary to each Tenderer that has submitted an Assessed Tender.

###### Following provision of Assessment Summaries in accordance with paragraph 5.2.1 of Document 1 of this ITT Pack the Contracting Authority will publish a Contract Award Notice in respect of the Contract Opportunity.

###### A minimum of an 8 (eight) working day standstill period will be applied beginning on the date on which the Contract Award Notice is published before the Contracting Authority enters into the Contract.

* + 1. The Contract Award Notice will state the end date of the standstill period.

## Contract Signature

###### Following notification of the tender outcome in accordance with the ITT Pack the Preferred Service Provider will work together with the Contracting Authority to finalise the terms of the Contract, in preparation for signature of the Contract. The Contracting Authority reserves the right to amend the Contract as issued in the ITT Pack to incorporate information as provided by the Preferred Service Provider in their Tender Submission (or by any other Tenderer in the event that the Contract is to be entered into with an alternative Tenderer substituted for the preferred Service Provider as set out below at paragraph 5.4 of this Document 1 of the ITT Pack).

###### Following all necessary approvals within the Commissioner and following the completion of a standstill period (as set out at paragraph 5.2 above of this Document 1 of the ITT Pack) the Contracting Authority may enter a Contract with the Preferred Service Provider or if applicable with an alternative Tenderer substituted for the preferred Service Provider as set out below at paragraph 5.4 of this Document 1 of the ITT Pack.

## Preferred Service Provider Substitution

###### The Contracting Authority reserves the right to award the Contract to the next highest scoring Tenderer in the place of the Preferred Service Provider where they are unable to award a contract to the preferred Service Provider(s) or where the Contract with the Preferred Service Provider(s) is revoked, terminated or rescinded

###### The Contracting Authority may choose to nominate a “Reserve Preferred Service Provider”, as well as a Preferred Service Provider; the Reserve Preferred Service Provider would be the next highest scoring, compliant Tender.

###### The Contracting Authority reserves the right to award a Contract to any other Tenderer whose Tender meets all minimum required assessment standards in the event that the Contract cannot be entered into with the Preferred Service Provider or any Reserve Preferred Service Provider. The Contracting Authority shall do so in order of the assessed total consolidated weighted score, by seeking to award the Contract to the highest scoring Tenderer first.

## Publication of Service Provider Performance Information

###### Not Used

###### The Contracting Authority may be obliged to publish a notice on the Central Digital Platform containing information, including an explanation of any breach and/or failure to perform by the Service Provider, where:

#### the Service Provider has breached the Contract and the breach has resulted in the termination of part of the Contract, an award of damages or a settlement agreement between the Contracting Authority and the Service Provider; and/or

#### The Contracting Authority considers that the Service Provider is not performing the Contract to the Contracting Authority’s satisfaction, has been given proper opportunity to improve performance and has failed to do so.

###### The Contracting Authority may be obliged to publish a notice on the Central Digital Platform where a contract is terminated which might include the following information where appropriate:

#### details of any breach or failure to perform by the Supplier and efforts to improve the situation;

#### details of damages or other monies paid; and

#### links to any decision of a court or tribunal finding that there was a breach.

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